

Seven Islands State Park

2809 Kelly Lane
Kodak TN 37764

Roof repairs

General:

The contractor will be responsible for all materials, labor, and equipment necessary to complete this project at Seven Islands State Park. All work is to be done in accordance with the latest industry standards. Any deviations from the scope of work will be executed only after written approval is received. The contractor will be responsible for notifying park staff at the end of each day before leaving, as to ensure site is secure. All work will be done during normal operating hours. The contractor is responsible for clean up when job is complete. All waste material will be disposed of off state property unless noted otherwise.

Contractor is to visit site to obtain accurate measurements.

Existing:

The barns and the Green House are original structures located on the park. The roofs of all three structures need some repairs. The repairs are necessary to stop any further deterioration of each structure.

Scope:

Barn #1:

1. The contractor will go over entire roof and tighten any loose screws. Any screws that do not screw into solid wood will be replaced with a roofing screw of a larger diameter.
2. The contractor will install a fascia board on the lower side of the barn.
3. The contractor will install a seamless 6 inch seamless gutter on the lower side of the barn. This gutter will match the one already installed on the upper side of the barn.
4. The contractor will re-attach the gable end of the barn to the last rafter.

Barn #2

1. The contractor will replace approximately five sheets of metal roofing. The new metal will match the existing metal roofing.
2. The contractor will replace all rake boards on each end of the barn. These boards will be ruff sawn wood.

3. The contractor will install rake trim for the metal roof on each end of the barn. The color of the rake trim will match the existing metal roof.
4. The contractor will replace the metal roof on the silo in front of the barn.
5. The contractor will install fascia board on the upper side of the barn.
6. The contractor will trim off the excess metal roofing on the upper shed roof so the water runoff will go into the gutter.
7. The contractor will install a seamless 6 inch gutter on the upper side of the barn.

Green House

1. The contractor will remove existing metal roof on entire house. This includes the porch roof.
2. The contractor will replace all rafters on the back of the house.
3. The contractor will add bracing to each rafter on the back of the house.
4. The contractor will replace all deteriorated lathing for the roof.
5. The contractor will install new standing seam metal roofing on entire roof. This includes the porch roof and all trim associated with the metal roof.

Materials: Shall be installed in accordance with manufacturer's instructions.

Barn #1

1. Gutter- seamless 6 inch K-style, color will match the existing gutter

Barn #2

1. Metal roofing for barn- match the existing metal roofing.
2. Rake boards- match existing
3. Rake trim- match existing metal roofing
4. Gutter- seamless 6 inch K-style, color will be chosen by the Park Manager
5. Metal roofing silo- 29 gauge 5v crimp steel
Acceptable brands- Union Corugating, Gibraltar, or equal

Green House

1. Rafters and bracing- match existing
2. Metal roofing- concealed fastener, 24 gauge standing seam with 25 year warranty
Acceptable brands- Metro Metal, ABC Lokseam, or equal
3. Metal roofing trim- match the metal roofing being installed

Terms and Conditions:

This is a turnkey job. All aspects of this job will be left in a finished condition: All finish work, interior and exterior walls and trim, finish painting, caulking and final cleanup are included in this contract.

All bidders are advised to visit site to verify all conditions and dimensions. No allowances will be made by the agency due to any bidder neglecting to visit the site and verifying dimensions and conditions.

Contractor will be responsible for determining where all utilities are on the job site and care should be taken to protect the utilities from any damage caused by the demo/construction. This will include any underground utilities around the job site area. If damage occurs, it must be repaired within a 24-hour period from the time damage occurs.

Contractor will perform work on regular time and will invoice work time and material not to exceed the quoted price. Any variance in quote will be addressed with a representative of Facilities Management, East TN Regional Office (ETRO) before additional work or materials are supplied.

Work shall be scheduled to avoid any interference with normal operation of the park as much as possible. During the construction period, coordinate construction schedules and operations with the agency. Work must be conducted during the normal business hours of Monday through Friday, 8:00 a.m. to 4:30 p.m., unless approval for an alternate schedule is arranged with Facilities Management.

Successful contractor to schedule and attend a pre-construction conference where a pre-construction form will be signed by Facilities Management, Contractor and Park Manager or park representative before work can begin. Contractor must also schedule and attend a final inspection where a final inspection form will be signed by Facilities Management, Contractor and Park Manager or park representative before invoice will be paid.

Project will begin within 15 days of Purchase Order issuance and be complete within 15 days after project has begun, unless other agreement has been approved by Facilities Management, ETRO.

The contractor will protect areas adjacent to his work and will be required to repair any damage he may cause. Contractor will protect work of other trades. Contractor will correct any painting related damage by cleaning, repairing, or replacing, and refinishing as directed by Facilities Management.

Workmanship is to be warranted for not less than one year from date of final inspection. Materials will be warranted as per manufacturer warranty.

All materials, equipment, and supplies are to be new and in good condition, UL listed when applicable, and all work accomplished in a manner acceptable to Facilities Management.

Submittals shall be required on all materials and must be presented for approval by the State of Tennessee representative whether it is Architect, Engineer, Designer, Park

Manager, Facilities Manager, or Facilities Surveyor. If an Architect or Engineer or Certified, Licensed Designer, then it must contain their State Seal.

Clean up of the project site shall be the responsibility of the contractor. Contractor to assure that job site is clean of nails, debris, etc., at end of each day to ensure safety. Contractor will clean up and haul away all scrap when work is completed to an approved location off state property.

Contractor, employees, or sub-contractors shall be licensed, certified, or registered as required. They must be registered in the State of Tennessee Edison purchasing system.

The contractor shall have a Certificate of Insurance on file with Facilities Management. Contractor will have insurance as will protect the contractor from claims which may arise out of or result from the contractor operations under the contract and for which the contractor may be held legally liable, whether such operations be by the contractor or by sub-contractor or by anyone directly or indirectly employed by any of them, or anyone associated with them for whose acts they may be liable. Sub-contractors must also be registered in the State of Tennessee Edison purchasing system, be listed on the bid application and must show proof of insurance and have workers compensation. Insurance requirements are listed below.

The State of Tennessee shall not be held liable for any damage, loss of property, or injury of personnel resulting from actions of the contractor and/or his/her sub-contractors or employees.

Contractor shall obtain all fees and permits required for project. Contractor shall have a copy of project specifications, permits, and certificate of insurance on project site at all times.

Contractor shall comply with all applicable codes, standards, and regulations in execution of project.

All work must conform to the state's current approved codes, such as the International Building Code. All electrical and plumbing must conform to the latest and most current codes. All Fire Marshall approved projects must have a Certificate of Occupancy issued at the completion of the project. All ADA projects must have approval of the State of Tennessee Facilities Design Coordinator and be in compliance with the latest ADA code at the completion of the project.

Invoice shall be submitted for payment within 10 days of project completion. A copy of the invoice shall be submitted to Facilities Management, East TN Regional Office, 160 State Circle, Rocky Top, TN 37769, or to deborah.g.smith@tn.gov.

For scheduling contact:

Facilities Manager: Toney Winstead, 865-712-1513, toney.winstead@tn.gov

Facilities Surveyor: Chad Young, 865-606-1551, chad.young@tn.gov

1.1. Insurance Requirements:

- 1.1.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and **list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section.** At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

1.1.2. **Workers' Compensation and Employer Liability Insurance.**

- a. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
- b. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

- c. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- d. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - 1. The Contractor employees fewer than five (5) full or part time employees;
 - 2. The Contractor is a sole proprietor;
 - 3. The Contractor is in the construction business or trades with no employees;
 - 4. The Contractor is in the coal mining industry with no employees;
 - 5. The Contractor is a state or local government; or
 - 6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

1.1.3. **Commercial General Liability Insurance.**

- a. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b. The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

Automobile Liability Insurance. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased,

hired, and non-owned automobiles). The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.